

Loan Amount Requested \$ _____

HOME EQUITY CREDIT APPLICATION

Joint Applicants _____ Initials

Individual _____ Initials

IMPORTANT: Read these directions before completing this Application.

If you are applying for individual credit in your own name, are not married, and are not relying on alimony, child support, or separate maintenance payments or on the income or assets of another person as the basis for repayment of the credit requested, complete only sections A, D, and E.

SECTION A—INFORMATION REGARDING APPLICANT

Full Name (Last, First, Middle): _____ Birthdate: ____/____/____

Present Street Address: _____ Years there: _____

City: _____ State: _____ Zip: _____ Telephone: _____

Social Security No.: _____ Driver's License No.: _____

Previous Street Address: _____ Years there: _____

City: _____ State: _____ Zip: _____

Present Employer: _____ Years there: _____ Telephone: _____

Position or Title: _____ Name of supervisor: _____

Employer's address: _____

Present net salary or commission: \$ _____ per _____. No. Dependents: _____ Ages: _____

Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

Alimony, child support, separate maintenance received under: court order written agreement oral understanding

Other income: \$ _____ per _____. Source(s) of other income: _____

Is any income listed in this Section likely to be reduced in the next two years or before the credit requested is paid off? Yes (Explain in detail on a separate sheet.) No

Checking Account No.: _____ Institution and branch: _____

Savings Account No.: _____ Institution and branch: _____

SECTION B—INFORMATION REGARDING SPOUSE, JOINT APPLICANT, USER, OR OTHER PARTY (Use separate sheets if necessary).

Full Name (Last, First, Middle): _____ Birthdate: ____/____/____

Present Street Address: _____ Years there: _____

City: _____ State: _____ Zip: _____ Telephone: _____

Social Security No.: _____ Driver's License No.: _____

Previous Street Address: _____ Years there: _____

City: _____ State: _____ Zip: _____

Present Employer: _____ Years there: _____ Telephone: _____

Position or Title: _____ Name of supervisor: _____

Employer's address: _____

Present net salary or commission: \$ _____ per _____. No. Dependents: _____ Ages: _____

Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. Alimony, child support, separate maintenance received under court order written agreement oral understanding

Other income: \$ _____ per _____ Source(s) of other income: _____

Is any income listed in this Section likely to be reduced in the next two years or before the credit requested is paid off? Yes (Explain in detail on a separate sheet.) No

Checking Account No.: _____ Institution and branch: _____

Savings Account No.: _____ Institution and branch: _____

SECTION C—MARITAL STATUS

Applicant: Married Separated Unmarried (including single, divorced, widowed)
 Other Party: Married Separated Unmarried (including single, divorced, widowed)

SECTION D—DEBTS

Monthly expenses include the following (as applicable):

Current mortgage \$ _____ Credit cards \$ _____
 Car payment \$ _____ Other debt payments \$ _____

SECTION E—SECURITY

Address of property: _____ Present market value: _____

Purpose of this loan: _____ Tax valuation: _____

Other loans on property within last 18 months:

Lender	Amount	Purpose	Paid Off	Payoff Date
_____	_____	_____	YES / NO	_____
_____	_____	_____	YES / NO	_____
_____	_____	_____	YES / NO	_____

Names and addresses of all co-owners of the property:

Name _____ Address _____

THERE ARE NO OTHER EQUITY LIENS ON THE PROPERTY.

Everything that I have stated in this application is correct to the best of my knowledge. I understand that you will retain this application whether or not it is approved. You are authorized to check my credit and employment history and to answer questions about your credit experience with me.

Applicant's signature _____ Date _____ Other signature (where applicable) _____ Date _____

LOAN WORKSHEET

Appraised Value	\$ _____
x 80%	_____
Less Outstanding Debt	_____
Maximum Amount of Loan	\$ _____

Originator's Name _____ Originator's NMLS# _____

BALANCE SHEET

ASSETS OWNED		DEBTS OWED	
Description	Value	Description	Value
Cash on Hand and in Bank Accounts:		Bank Loans (List):	
Checking _____	_____	Secured _____	_____
Checking _____	_____	Unsecured _____	_____
Savings _____	_____	Other _____	_____
Automobiles Owned (Make, Model, Year):		Automobile Loans Owing (List to Whom):	
_____	_____	_____	_____
_____	_____	_____	_____
Life Insurance (Cash Value):		Real Estate Loans:	
Amount Carried _____	_____	Lien against Residence _____	_____
Cash Value _____	_____	Lien against Other Real Estate _____	_____
Real Estate Owned:		Property Taxes Due _____	
Value of Residence _____	_____	Rents Owed (List to Whom):	_____
Value of Other Lands _____	_____	_____	_____
Stocks, Bonds, CD's (List Issuer, Type, No. Shares):		Other Liabilities (Please List):	
_____	_____	_____	_____
_____	_____	Credit Cards _____	_____
_____	_____	Retail Stores _____	_____
Other (Please List)		TOTAL LIABILITIES \$ _____	
Value of Personal Goods, Furniture, Jewelry, Etc. _____	_____	Total Assets Minus Total Liabilities = Net Worth \$ _____	
TOTAL ASSETS \$ _____		Total Liabilities plus Net Worth \$ _____	

Alimony, child support, or separate maintenance need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

Alimony, child support, separate maintenance received under: court order written agreement oral understanding

CASH FLOW STATEMENT

Please provide the following information regarding sources and uses of cash. This Cash Flow Statement is Individual Combined

INCOME		EXPENSES	
	Current Month/Year		Current Month/Year
1 Salaries, commissions, bonuses or other income:	_____	1 Personal expenses (Utilities, food, etc.):	_____
2 Rents Received	_____	2 Mortgage/Rent on homestead:	_____
3 Dividends	_____	3 Other Bank Loans (principal and interest):	_____
4 Interest Income	_____	4 Credit Card Payments:	_____
5 Royalties	_____	5 Insurance Payments (car, home, health, etc.):	_____
6 Other sources of Cash	_____	6 Other uses of cash: Fuel _____	_____
		Incidentals _____	_____
TOTAL CASH RECEIVED	\$ _____	TOTAL CASH OUTLAYS	\$ _____
TOTAL CASH FLOW SURPLUS (DEFICIT)	\$ _____		

Are you a co-maker, endorser, or guarantor on any loan or contract? No Yes, Explain _____

Are there any unsatisfied judgements against you? No Yes, Explain _____

Other obligations - (e.g. liability to pay alimony, child support, separate maintenance) _____

Everything that I have stated in this application is correct to the best of my knowledge. I understand that you will retain this application whether or not it is approved. You are authorized to check my credit and employment history and to answer questions about your credit experience with me.

Signature: _____ Date: _____

Signature: _____ Date: _____

DEMOGRAPHIC INFORMATION OF APPLICANT AND CO-APPLICANT

The purpose of collecting this information is to help ensure that all applicants are treated fairly and that the housing needs of communities and neighborhoods are being fulfilled. For residential mortgage lending, Federal law requires that we ask applicants for their demographic information (ethnicity, race, and sex) in order to monitor our compliance with equal credit opportunity, fair housing, and home mortgage disclosure laws. You are not required to provide this information, but are encouraged to do so. You may select one or more designations for "Ethnicity" and one or more designations for "Race."

The law provides that we may not discriminate on the basis of this information, or on whether you choose to provide it. However, if you choose not to provide the information and you have made this application in person, Federal regulations require us to note your ethnicity, race, and sex on the basis of visual observation or surname. If you do not wish to provide some or all of this information, please check below.

Applicant:

Ethnicity: - Check one or more

- Hispanic or Latino
Mexican
Puerto Rican
Cuban
Other Hispanic or Latino - Print origin, for example, Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on:

Grid for printing origin of Hispanic or Latino applicant

- Not Hispanic or Latino
I do not wish to provide this information

Race: - Check one or more

- American Indian or Alaska Native - Print name of enrolled or principal tribe:

Grid for printing name of American Indian or Alaska Native applicant

- Asian
Asian Indian
Chinese
Filipino
Japanese
Korean
Vietnamese
Other Asian - Print race, for example, Hmong, Laotian, Thai, Pakistani, Cambodian, and so on:

Grid for printing race of Other Asian applicant

- Black or African American
Native Hawaiian or Other Pacific Islander
Native Hawaiian
Guamanian or Chamorro
Samoan
Other Pacific Islander - Print race, for example, Fijian, Tongan, and so on:

Grid for printing race of Other Pacific Islander applicant

- White
I do not wish to provide this information

Sex:

- Female
Male
I do not wish to provide this information

To Be Completed by Financial Institution (for an application taken in person):

Was the ethnicity of the applicant collected on the basis of visual observation or surname?

- Yes
No

Was the race of the applicant collected on the basis of visual observation or surname?

- Yes
No

Was the sex of the applicant collected on the basis of visual observation or surname?

- Yes
No

Co-Applicant:

Ethnicity: - Check one or more

- Hispanic or Latino
Mexican
Puerto Rican
Cuban
Other Hispanic or Latino - Print origin, for example, Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on:

Grid for printing origin of Hispanic or Latino co-applicant

- Not Hispanic or Latino
I do not wish to provide this information

Race: - Check one or more

- American Indian or Alaska Native - Print name of enrolled or principal tribe:

Grid for printing name of American Indian or Alaska Native co-applicant

- Asian
Asian Indian
Chinese
Filipino
Japanese
Korean
Vietnamese
Other Asian - Print race, for example, Hmong, Laotian, Thai, Pakistani, Cambodian, and so on:

Grid for printing race of Other Asian co-applicant

- Black or African American
Native Hawaiian or Other Pacific Islander
Native Hawaiian
Guamanian or Chamorro
Samoan
Other Pacific Islander - Print race, for example, Fijian, Tongan, and so on:

Grid for printing race of Other Pacific Islander co-applicant

- White
I do not wish to provide this information

Sex:

- Female
Male
I do not wish to provide this information

Was the ethnicity of the co-applicant collected on the basis of visual observation or surname?

- Yes
No

Was the race of the co-applicant collected on the basis of visual observation or surname?

- Yes
No

Was the sex of the co-applicant collected on the basis of visual observation or surname?

- Yes
No

NOTICE CONCERNING EXTENSIONS OF CREDIT DEFINED BY SECTION 50(a)(6), ARTICLE XVI, TEXAS CONSTITUTION:

SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION ALLOWS CERTAIN LOANS TO BE SECURED AGAINST THE EQUITY IN YOUR HOME. SUCH LOANS ARE COMMONLY KNOWN AS EQUITY LOANS. IF YOU DO NOT REPAY THE LOAN OR IF YOU FAIL TO MEET THE TERMS OF THE LOAN, THE LENDER MAY FORECLOSE AND SELL YOUR HOME. THE CONSTITUTION PROVIDES THAT:

- (A) THE LOAN MUST BE VOLUNTARILY CREATED WITH THE CONSENT OF EACH OWNER OF YOUR HOME AND EACH OWNER'S SPOUSE;
- (B) THE PRINCIPAL LOAN AMOUNT AT THE TIME THE LOAN IS MADE MUST NOT EXCEED AN AMOUNT THAT, WHEN ADDED TO THE PRINCIPAL BALANCES OF ALL OTHER LIENS AGAINST YOUR HOME, IS MORE THAN 80 PERCENT OF THE FAIR MARKET VALUE OF YOUR HOME;
- (C) THE LOAN MUST BE WITHOUT RECOURSE FOR PERSONAL LIABILITY AGAINST YOU AND YOUR SPOUSE UNLESS YOU OR YOUR SPOUSE OBTAINED THIS EXTENSION OF CREDIT BY ACTUAL FRAUD;
- (D) THE LIEN SECURING THE LOAN MAY BE FORECLOSED UPON ONLY WITH A COURT ORDER;
- (E) FEES AND CHARGES TO MAKE THE LOAN MAY NOT EXCEED 2 PERCENT OF THE LOAN AMOUNT, EXCEPT FOR A FEE OR CHARGE FOR AN APPRAISAL PERFORMED BY A THIRD PARTY APPRAISER, A PROPERTY SURVEY PERFORMED BY A STATE REGISTERED OR LICENSED SURVEYOR, A STATE BASE PREMIUM FOR A MORTGAGEE POLICY OF TITLE INSURANCE WITH ENDORSEMENTS, OR A TITLE EXAMINATION REPORT;
- (F) THE LOAN MAY NOT BE AN OPEN-END ACCOUNT THAT MAY BE DEBITED FROM TIME TO TIME OR UNDER WHICH CREDIT MAY BE EXTENDED FROM TIME TO TIME UNLESS IT IS A HOME EQUITY LINE OF CREDIT;
- (G) YOU MAY PREPAY THE LOAN WITHOUT PENALTY OR CHARGE;
- (H) NO ADDITIONAL COLLATERAL MAY BE SECURITY FOR THE LOAN;
- (I) (repealed)
- (J) YOU ARE NOT REQUIRED TO REPAY THE LOAN EARLIER THAN AGREED SOLELY BECAUSE THE FAIR MARKET VALUE OF YOUR HOME DECREASES OR BECAUSE YOU DEFAULT ON ANOTHER LOAN THAT IS NOT SECURED BY YOUR HOME;
- (K) ONLY ONE LOAN DESCRIBED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION MAY BE SECURED WITH YOUR HOME AT ANY GIVEN TIME;
- (L) THE LOAN MUST BE SCHEDULED TO BE REPAYED IN PAYMENTS THAT EQUAL OR EXCEED THE AMOUNT OF ACCRUED INTEREST FOR EACH PAYMENT PERIOD;
- (M) THE LOAN MAY NOT CLOSE BEFORE 12 DAYS AFTER YOU SUBMIT A LOAN APPLICATION TO THE LENDER OR BEFORE 12 DAYS AFTER YOU RECEIVE THIS NOTICE, WHICHEVER DATE IS LATER; AND MAY NOT WITHOUT YOUR CONSENT CLOSE BEFORE ONE BUSINESS DAY AFTER THE DATE ON WHICH YOU RECEIVE A COPY OF YOUR LOAN APPLICATION IF NOT PREVIOUSLY PROVIDED AND A FINAL ITEMIZED DISCLOSURE OF THE ACTUAL FEES, POINTS, INTEREST, COSTS, AND CHARGES THAT WILL BE CHARGED AT CLOSING; AND IF YOUR HOME WAS SECURITY FOR THE SAME TYPE OF LOAN WITHIN THE PAST YEAR, A NEW LOAN SECURED BY THE SAME PROPERTY MAY NOT CLOSE BEFORE ONE YEAR HAS PASSED FROM THE CLOSING DATE OF THE OTHER LOAN, UNLESS ON OATH YOU REQUEST AN EARLIER CLOSING DUE TO A DECLARED STATE OF EMERGENCY;
- (N) THE LOAN MAY CLOSE ONLY AT THE OFFICE OF THE LENDER, TITLE COMPANY, OR AN ATTORNEY AT LAW;
- (O) THE LENDER MAY CHARGE ANY FIXED OR VARIABLE RATE OF INTEREST AUTHORIZED BY STATUTE;
- (P) ONLY A LAWFULLY AUTHORIZED LENDER MAY MAKE LOANS DESCRIBED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION;
- (Q) LOANS DESCRIBED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION MUST:
 - (1) NOT REQUIRE YOU TO APPLY THE PROCEEDS TO ANOTHER DEBT EXCEPT A DEBT THAT IS SECURED BY YOUR HOME OR OWED TO ANOTHER LENDER;
 - (2) NOT REQUIRE THAT YOU ASSIGN WAGES AS SECURITY;
 - (3) NOT REQUIRE THAT YOU EXECUTE INSTRUMENTS WHICH HAVE BLANKS FOR SUBSTANTIVE TERMS OF AGREEMENT LEFT TO BE FILLED IN;
 - (4) NOT REQUIRE THAT YOU SIGN A CONFESSION OF JUDGMENT OR POWER OF ATTORNEY TO ANOTHER PERSON TO CONFESS JUDGMENT OR APPEAR IN A LEGAL PROCEEDING ON YOUR BEHALF;
 - (5) PROVIDE THAT YOU RECEIVE A COPY OF YOUR FINAL LOAN APPLICATION AND ALL EXECUTED DOCUMENTS YOU SIGN AT CLOSING;
 - (6) PROVIDE THAT THE SECURITY INSTRUMENTS CONTAIN A DISCLOSURE THAT THIS

LOAN IS A LOAN DEFINED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION;

(7) PROVIDE THAT WHEN THE LOAN IS PAID IN FULL, THE LENDER WILL SIGN AND GIVE YOU A RELEASE OF LIEN OR AN ASSIGNMENT OF THE LIEN, WHICHEVER IS APPROPRIATE;

(8) PROVIDE THAT YOU MAY, WITHIN 3 DAYS AFTER CLOSING, RESCIND THE LOAN WITHOUT PENALTY OR CHARGE;

(9) PROVIDE THAT YOU AND THE LENDER ACKNOWLEDGE THE FAIR MARKET VALUE OF YOUR HOME ON THE DATE THE LOAN CLOSES; AND

(10) PROVIDE THAT THE LENDER WILL FORFEIT ALL PRINCIPAL AND INTEREST IF THE LENDER FAILS TO COMPLY WITH THE LENDER'S OBLIGATIONS UNLESS THE LENDER CURES THE FAILURE TO COMPLY AS PROVIDED BY SECTION 50(a)(6)(Q)(x), ARTICLE XVI, OF THE TEXAS CONSTITUTION; AND

(R) IF THE LOAN IS A HOME EQUITY LINE OF CREDIT:

(1) YOU MAY REQUEST ADVANCES, REPAY MONEY, AND REBORROW MONEY UNDER THE LINE OF CREDIT;

(2) EACH ADVANCE UNDER THE LINE OF CREDIT MUST BE IN AN AMOUNT OF AT LEAST \$4,000;

(3) YOU MAY NOT USE A CREDIT CARD, DEBIT CARD, OR SIMILAR DEVICE, OR PREPRINTED CHECK THAT YOU DID NOT SOLICIT, TO OBTAIN ADVANCES UNDER THE LINE OF CREDIT;

(4) ANY FEES THE LENDER CHARGES MAY BE CHARGED AND COLLECTED ONLY AT THE TIME THE LINE OF CREDIT IS ESTABLISHED AND THE LENDER MAY NOT CHARGE A FEE IN CONNECTION WITH ANY ADVANCE;

(5) THE MAXIMUM PRINCIPAL AMOUNT THAT MAY BE EXTENDED, WHEN ADDED TO ALL OTHER DEBTS SECURED BY YOUR HOME, MAY NOT EXCEED 80 PERCENT OF THE FAIR MARKET VALUE OF YOUR HOME ON THE DATE THE LINE OF CREDIT IS ESTABLISHED;

(6) IF THE PRINCIPAL BALANCE UNDER THE LINE OF CREDIT AT ANY TIME EXCEEDS 80 PERCENT OF THE FAIR MARKET VALUE OF YOUR HOME, AS DETERMINED ON THE DATE THE LINE OF CREDIT IS ESTABLISHED, YOU MAY NOT CONTINUE TO REQUEST ADVANCES UNDER THE LINE OF CREDIT UNTIL THE BALANCE IS LESS THAN 80 PERCENT OF THE FAIR MARKET VALUE; AND

(7) THE LENDER MAY NOT UNILATERALLY AMEND THE TERMS OF THE LINE OF CREDIT.

THIS NOTICE IS ONLY A SUMMARY OF YOUR RIGHTS UNDER THE TEXAS CONSTITUTION. YOUR RIGHTS ARE GOVERNED BY SECTION 50, ARTICLE XVI, OF THE TEXAS CONSTITUTION, AND NOT BY THIS NOTICE.

THE UNDERSIGNED ACKNOWLEDGE RECEIPT OF THE FOREGOING NOTICE.

(Borrower or Owner or Spouse of Owner) Date

(Borrower or Owner or Spouse of Owner) Date

(Borrower or Owner or Spouse of Owner) Date

(Borrower or Owner or Spouse of Owner) Date

Refer to the attached *Signature Addendum* for additional parties and signatures.